

AG Contract No. KR00 0034TRN  
ADOT ECS File No. JPA 00-08  
Project No. BR-MIA-0-(1)P  
TRACS No. SB401 01D/01C  
Project: Miami Bridge Rehabilitation  
5 Bridge over Bloody Tanks Wash

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE TOWN OF MIAMI, ARIZONA

THIS AGREEMENT is entered into 19 April, 2000,  
pursuant to the provisions of Arizona Revised Statutes Section 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION, (the "State"), and the TOWN OF MIAMI, acting by  
and through its MAYOR AND TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401  
and 28-334 to enter into this agreement and has by resolution, a copy of  
which is attached hereto and made a part hereof, resolved to enter into this  
agreement and has delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 11-251 to  
enter into this agreement and has by resolution, a copy of which is attached  
hereto and made a part hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not limited to, the  
design and construction of streets and primary, feeder and farm-to-market  
roads; the replacement of bridges; the elimination of roadside obstacles; and  
the application of pavement markings.

4. Such project within the boundary of the Town has been selected by  
the Town; the field survey of the project has been completed; and the plans,  
estimates and specifications have been prepared and, as required, submitted  
to the Federal Highway Administration ("FHWA") for approval.

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NO 23948  
Filed with the Secretary of State  
Date Filed: 04/19/00  
Atty General  
Secretary of State

Dicky D. Greenwood

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost is as follows: Bridge Rehabilitation (5) over Bloody Tanks Wash

#### DESIGN

Estimated Project Design Cost	\$63,420.00
Federal Aid Funds @ 94.3%	\$59,805.00
Miami Town funds @ 5.7%	\$ 3,615.00
Total Town Funds	\$ 3,615.00

#### CONSTRUCTION

Estimated Project Cost (incl. 15% CE)	\$365,451.00
Five percent (5%) surcharge	\$ 18,273.00
Federal Aid Funds @ 94.3%	\$344,620.00
Miami Town funds @ 5.7%	\$ 20,831.00
Additional Town funds @ 100%	\$ 18,273.00
Total Town Funds	\$ 39,104.00

This includes a 5% surcharge on total project cost per Local Government Engineer memo dated 1 October 1991.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

#### II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, with the aid and consent of FHWA and the Town, will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the Town, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of the Town's deposit unless and until so authorized in writing by the Town.

2. Prior to the solicitation of bids, the Town shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required. Upon completion of the construction contract, the State shall return to the Town any part of the funds deposited by the Town remaining after Town's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The Town shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been, or will be, acquired.

4. The Town shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The Town shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the Town.

6. Upon completion of construction, the Town shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, signs, and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town, to the extent permitted by law, hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Miami  
Director of Public Works  
500 Sullivan Street  
Miami, AZ 85539


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

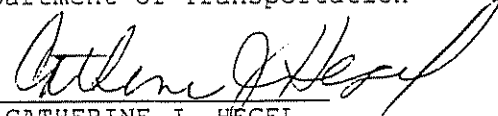
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF MIAMI

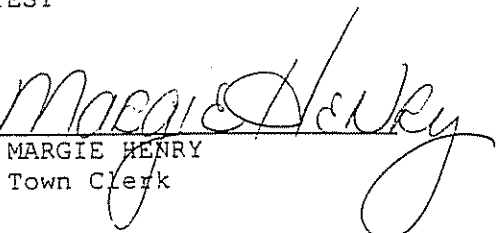
STATE OF ARIZONA

Department of Transportation

By   
JOE SANCHEZ  
Mayor

By   
CATHERINE J. HEGEL  
Contract Administrator

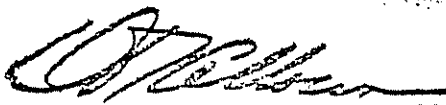
ATTEST

By   
MARGIE HENRY  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Miami for the purpose of designing, constructing and maintaining bridge improvements.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

**REGULAR COUNCIL MEETING OF COMMON COUNCIL OF THE TOWN OF MIAMI, AZ.****FEBRUARY 14, 2000****I. CALL TO ORDER**

- A. The meeting was called to order at 6:30 p.m.
- B. Pledge of Allegiance was led by Councilman Portillo.
- C. Invocation was led by Town Manager Self.

**II. ROLL CALL**

- A. The following Councilpersons were present: Mayor Jose Sanchez, Vice-Mayor Elias Y. Garcia, Councilwoman Delvan Hayward, Councilman Dave Portillo, Councilman Robert Baeza, Councilman Arnold Rojas and Councilwoman Thelma Gutierrez. Also present were: Public Works Director Encizo, Police Chief Garcia, Librarian Ciallella, Town Clerk Henry, Town Manager Self and Town Attorney Ortiz.

**III. CONSENT ITEMS**

- A. Motion by Councilman Portillo, seconded by Councilman Rojas to approve the Following as consent items:

- 1. Minutes
- 2. Demands

Motion passed unanimously.

**IV. REPORTS BY DEPARTMENT HEADS/COMMITTEES**

- A. No reports by the Department Heads or Committees.

**V. CALL TO THE PUBLIC**

- A. No comments.

**VI. NEW BUSINESS**

- A. Motion by Councilman Portillo, seconded by Councilman Rojas to appoint Mona Smith and Joe Rocha to the Citizen Participation Committee. Motion Passed unanimously.

Motion by Councilwoman Hayward, seconded by Councilman Portillo to Appoint Debbie Hibel and Ray Webb to the Citizen Participation Committee. Motion passed unanimously.

- B. Motion by Councilman Portillo, seconded by Councilwoman Hayward to amend The new CDBG Grant #119-00 to allow for grants VS Five Year forgivable Loans. Motion passed unanimously.
- C. Motion by Councilman Rojas, seconded by Councilman Portillo to approve the Memorandum of understanding with Gila County relating to the 1999 housing Rehabilitation project. Motion passed unanimously.

- D. Motion by Councilwoman Hayward, seconded by Councilwoman Gutierrez To approve the sub-recipient agreement with Gila County relating to the 1999 Housing rehabilitation project. Motion passed unanimously.
- E. Motion by Councilwoman Hayward, seconded by Vice-Mayor Garcia to approve The IGA with the Arizona Dept. of Transportation regarding the Bridge Enhancement Program. Motion passed unanimously.
- F. Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to read by Title only Resolution No. 911. Motion passed unanimously. Town Clerk Henry read Resolution No. 911 by title only.

Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to adopt Resolution No. 911. Motion passed unanimously.

Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to read by Title only Ordinance No. 278. Motion passed unanimously. Town Clerk Henry read the Ordinance No. 278 by title only.


Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to adopt Ordinance No. 278. Motion passed unanimously.

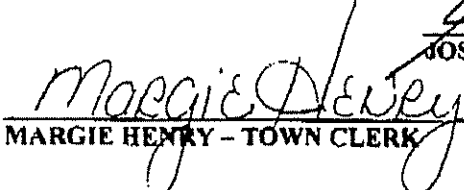
- G. No presentation by Bob Moffetz, SGCEDC Director.
- H. Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to pay Pearl Powell \$70.00 for a car seat. Three in favor and four against.
- I. Motion by Councilman Portillo, seconded by Councilwoman Hayward to Approve the request from Ray Webb for a temporary use permit. Motion Passed unanimously.
- J. Motion by Councilwoman Hayward, seconded by Councilman Portillo to Table this item. Motion passed unanimously.
- K. Motion by Councilman Rojas, seconded by Councilman Portillo to pay for The vehicle repair for Terry Smith. Motion passed unanimously.
- L. Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to table This item. Motion passed unanimously.
- M. Motion by Councilman Rojas, seconded by Councilman Portillo to table This item. Motion passed unanimously.
- N. Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to read By title only Resolution No. 912. Motion passed unanimously. Town Clerk Henry read Resolution No. 912 by title only.

Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to adopt Resolution No. 912. Motion passed unanimously.

## VII. ADJOURNMENT

- A. Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to adjourn The meeting at 8:30 p.m.. Motion carried.

  
JOSE M. SANCHEZ - MAYOR

  
MARGIE HENRY - TOWN CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting Held on February 14, 2000 in the Town of Miami, Arizona. I further certify that the meeting Was duly called and held and that a quorum was present.

  
TOWN CLERK

Dated this day of

4/11/00

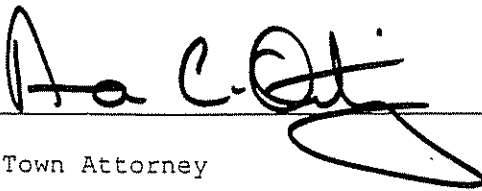


JPA 00-08

APPROVAL OF THE MIAMI TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF MIAMI and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 15<sup>th</sup> day of February, 2000.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

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MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0034TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 13, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/621732

Enc.